IN THE UNITED STATES DISTRICT COURT

DISTRICT OF MINNESOTA

JOSEPH ANTHONY FAVORS,	**) Court File NO:** 21-cv-1495 ECT/HB
PLAINTIFF,	**) Case Type: CIVIL LAWSUIT**
	) Magistrate Judge: _____
	) Judge: _____
	)
SYNCHRONY CAPITAL BANK,	**) COMPLAINT FOR VIOLATION OF**
V. WOTRUBA (EMPLOYEE)	**) EQUAL CREDIT OPPORTUNITY ACT**
DEFENDANTS.	**) ("ECOA"), 15 U.S.C. §1691, ET SEQ.**

INTRODUCTION

Plaintiff, JOSEPH ANTHONY FAVORS, (herein after "Plaintiff" or "FAVORS") hereby files this Complaint against Defendant, SYNCHRONY BANK (herein after "Defendant" or "SYNCHRONY BANK") located at P.O. Box 965030, Orlando, Florida, 32896-5030, Phone: 1-800-210-6025, in which FAVORS alleges that SYNCHRONY BANK is liable to him for violation of THE EQUAL CREDIT OPPORTUNITY ACT (ECOA), USCS Chapter 41, Section 1691, Et Seq. In support of his Complaint FAVORS states as follows.

JURISDICTION

Jurisdiction is based upon The Equal Credit Opportunity Act, USCS Chapter 41, Section 1691; Section §1988 (Applicability of Statutory and Common Law Rights); Section 28 U.S.C. § 1331 (Federal Question); and on the pendent jurisdiction of this Court to entertain claims arising under State law pursuant to 28 U.S.C. § 1367.

VENUE

This Court is the proper venue for this proceeding under 28 U.S.C. § 1391, as the material events and occurrences giving rise to Plaintiff's cause of action occurred within the State of Minnesota.

ANALYSIS

EQUAL CREDIT OPPORTUNITY ACT

The Equal Credit Opportunity Act, USCS Chapter 41, Section 1691, Et Seq, provides in pertinent part that it, *"shall be unlawful for any creditor to discriminate against any applicant, with respect to any aspect of a credit transaction --- on the basis of race, color, religion, national origin, sex or marital status, or age."* Section 1691e makes any creditor who violates the Act liable to the aggrieved applicant for any actual damages sustained by the applicant individually or as a member of a class.

A more significant incentive for compliance, however, is found in 1691e which provides, *"[any] creditor . . . who fails to comply with any requirement imposed under this*

subchapter shall 1 be liable to the aggrieved applicant for punitive damages in an amount not greater than $10,000 . . . except that in the case of a class action the total recovery under this subsection shall not exceed the lesser of $500,000 or 1 per centum of the net worth of the creditor." The federal statute directs the court in determining punitive damages to consider, among other relevant factors, *"the amount of any actual damages awarded, the frequency and persistence of failures of compliance by the creditor, the resources of the creditor, the number of persons adversely affected [by this policy, practice, and procedure], and the extent to which the creditor's failure of compliance was intentional."*

Although the Act has been in force since October of 1975 only one reported case has interpreted its provisions, *Carroll v. Exxon Company, USA*, 434 F. Supp. 557 (E.D. La. 1977), and that case does not address the problem of damages under the ECOA. In the absence of decisional law the court must look to the legislative history and analogous statutes to determine the nature and measure of actual damages flowing from a wrongful denial of credit and to determine what conduct by a defendant will trigger punitive damages.

The Equal Credit Opportunity Act, USCS Chapter 41, Section 1691(d), Reason for adverse action; procedure applicable; *"adverse action"* defined, requires the creditor must comply with the following mandates:

(1) Within thirty days (or such longer reasonable time as specified in regulations of the Bureau for any class of credit transaction) after receipt of a completed application for credit, a creditor shall notify the applicant of its action on the application.

(2) Each applicant against whom adverse action is taken shall be entitled to a statement of reasons for such action from the creditor. A creditor satisfies this obligation by—

(1) Providing statements of reasons **in writing** as a matter of course to applicants against whom adverse action is taken; or

(2) Giving written notification of adverse action which discloses (i) the applicant's right to a statement of reasons within thirty days after receipt by the creditor of a request made within sixty days after such notification, and (ii) the identity of the person or office from which such statement may be obtained. Such statement may be given orally ***if*** the written notification advises the applicant of his right to have the statement of reasons confirmed in writing on written request.

(3) statement of reasons meets the requirements of this section only if it contains the specific reasons for the adverse action taken.

(4) Where a creditor has been requested by a third party to make a specific extension of credit directly or indirectly to an applicant, the notification and statement of reasons required by this subsection may be made directly by such creditor, or indirectly through the third party, provided in either case that the identity of the creditor is disclosed.

(5) The requirements of paragraph (2), (3), or (4) may be satisfied by verbal statements or notifications in the case of any creditor who did not act on more than one hundred and fifty applications during the calendar year preceding the calendar year in which the adverse action is taken, as determined under regulations of the Bureau.

(6) For purposes of this subsection, the term *"adverse action"* means *"a* ***denial or revocation of credit****, a change in the terms of an existing credit arrangement, or a refusal to grant credit in substantially the amount or on substantially the terms requested."* Such term does not include a refusal to extend additional credit under an existing credit arrangement where the applicant is delinquent or otherwise in default, or where such additional credit would exceed a previously established credit limit.

FACTS AND ALLEGATIONS

The undisputed facts before the court show Plaintiff JOSEPH ANTHONY FAVORS applied for a SYNCHRONY BANK *"CareCredit Card"* and was denied credit weeks later. On April 10, 2021, FAVORS submitted an application for medical credit to pay for prescription and other glasses he had picked out that costs $601.00. FAVORS listed income in excess of $1,000 per month and bank references for checking and savings accounts. He also indicated that he was 59 years of age and had no dependents. The application form contained blanks for spousal information, but did not indicate that the information was optional. It also offered the applicant a choice of titles for the addressing of correspondence (Mr., Mrs., Miss, Ms., other) without indicating the selection was non-mandatory. His application was denied by mail in a letter dated June 13, 2021, addressed from Defendant WOTRUBA, made only three (3) weeks later again indicated income in excess of $1,000 per month, and checking and savings accounts.

All applications for SYNCHRONY BANK Credit Cards are managed and established as follows: SYNCHRONY BANK's evaluation of a credit application is made utilizing (what they call) *"a sound credit scoring system."* This system generates a score, which is a result of point values assigned to various items found on an applicant's credit bureau file. If the score fails to meet certain criteria, the application will be declined. In addition to the above, the USA PATRIOT ACT requires all creditors, including SYNCHRONY BANK, to verify all applicants' identities. As part of our normal course of business, SYNCHRONY BANK utilizes external verification tools to help ensure we are not

approving unauthorized accounts and are proactively reducing the incidents of identity theft. Approximately 25% of all applications are automatically accepted or rejected on the basis of this initial scoring. Applications which the computer does not automatically accept or reject are scored *"obtain a credit report."* Once such a report has been obtained the application is either approved or disapproved based upon the information contained therein.

FAVORS' first application for a SYNCHRONY BANK *"SweetwaterCard"* was immediately approved for a line of credit up to $3,400.00 about two months prior to his second application was applied for and denied. There had been no adverse changes filed to FAVORS' credit bureau information since his first application for a SYNCHRONY BANK *"SweetwaterCard"* was approved. In fact, the addition of the SYNCHRONY BANK *"SweetwaterCard"* credit line could have no other effect than an improved credit bureau file, because it added $3,400.00 to his far less total balance due on all his credit cards.

Thus, these two attempts to obtain a SYNCHRONY BANK credit card shows FAVORS was not denied credit the first time. However, FAVORS alleges that SYNCHRONY BANK later *wrongfully, willfully and oppressively* denied his application in violation of the Equal Credit Opportunity Act, 15 U.S.C. 1691 *et seq*.

FAVORS' Claim is filed under the Equal Credit Opportunity Act, 15 U.S.C. 1691 *et seq.*, [hereinafter cited as ECOA], alleging that FAVORS and the class he claims to represent have been discriminated against / wrongfully denied credit *"on the basis of characteristics that have nothing to do with his or her creditworthiness."* *See,* 1976 U.S. Code Cong. & Admin. News at 405. FAVORS' Complaint prays for instatement of the SYNCHRONY BANK *"CareCredit Card"* so that he can use it to pay for his prescription glasses (with no annual / monthly fee) actual damages and the statutory maximum punitive damages.

On April 10, 2021 FAVORS contacted SYNCHRONY BANK to obtain a SYNCHRONY BANK *"CareCredit Card"* he needed to purchase prescription eyeglass for his new prescription glasses he just pick out at the store, and was directed by the store clerk to seek this means of payment.

During that contact, the John Doe SYNCHRONY BANK representative person asked FAVORS *"Would you like to apply for the "CareCredit Card"* to pay for the *$601.00 glasses he had picked out at the store?"* FAVORS replied, *"Yes."*

The John Doe SYNCHRONY BANK representative said to FAVORS *"Would you like to submit your application now for the* SYNCHRONY BANK *"CareCredit Card?"* FAVORS answered, *"Yes."*

The John Doe SYNCHRONY BANK representative asked several question (i.e., for his social security number, mailing address, date of birth, etc.). FAVORS answered each inquiry with his personal information.

The John Doe SYNCHRONY BANK representative informed FAVORS of the terms and conditions of the Avant Credit Card being offered to FAVORS (i.e., interest rates, late fees, annual fee, etc.), asking to each term: *"Do you accept these terms?"* FAVORS answered "yes" to each term of the credit card being offered.

At the end, the John Doe SYNCHRONY BANK representative paused, then asked FAVORS: *"Would you like me to submit your application now?"* FAVORS replied, *"Yes."*

Seconds later, the John Doe SYNCHRONY BANK representative informed FAVORS, *"Your application is under review. We will mail you a decision in a few weeks."*

On June 13, 2021 Defendant WOTRUBA responded with the aforesaid letter, quoted above, in which she denied the application.

The reason for the rejection stated by SYNCHRONY BANK Defendant WOTRUBA in writing was obviously not true, a lie. It made FAVORS blameworthy for the adverse action, not at all due to any fault on SYNCHRONY BANK's part.

CLAIMS

I. EQUAL CREDIT OPPORTUNITY ACT (ECOA)

Actual Damages

Paragraphs 1 through 197 are incorporated herein by reference as though fully set forth.

Based on the above factual allegations, Defendant SYNCHRONY BANK through its actions, employees, acting in violation of Federal, and Constitutional laws, violated FAVORS'S Federal and Constitutional rights under the Equal Credit Opportunity Act (ECOA), USCS Chapter 41, Section 1691, et seq., through its *willful, wanton and oppressive reckless disregard* resulting in the following State and Federal violations against FAVORS:

As FAVORS observes, it is always true that if one has the cash, the products can be purchased, without credit. The wrongful denial of which is actionable and for which damages are appropriate redress for the *denial of credit*, not the denial of products and services.

Credit has an independent worth in the economy. But, precisely because *"[credit] has ceased to be a luxury item,"* the United States Congress passed the ECOA to establish *"as clear national policy that no credit applicant shall be denied the credit he or she needs and wants* ***on the basis of characteristics that have nothing to do with his or her***

creditworthiness, " essentially, as alleged in this case against SYNCHRONY BANK. .*See,* 1976 U.S. Code Cong. & Admin. News at 405.

Certain wrongful denials of credit will have far more onerous consequences than others, and, therefore, will generate far more substantial damages. In rudimentary terms, a home mortgage is more valuable than a medical assistance credit card to make a $600.00 badly needed purchase of eyeglasses. However, the Court is not requested by FAVORS to rule the value of a $600.00 medical credit card is de minimis as a matter of law. **Convenience has some value as does increased purchasing power and protection for emergencies.** FAVORS has placed these losses in issue and is entitled to attempt to prove the amount of their worth at trial.

FAVORS also argues that he may recover compensation for his *"embarrassment, humiliation and mental distress"* occasioned by the alleged wrongful denial of credit. His argument likens the ECOA to Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3605, which proscribes discrimination on account of race, color, religion, sex or national origin in loans or other financial assistance. Title VIII, like the ECOA, gives the aggrieved applicant a cause of action for actual and punitive damages, 42 U.S.C. 3612(c), and it has been interpreted to provide compensation for *"embarrassment, humiliation and mental distress." See,* Smith v. Anchor Building Corp., 536 F.2d 231, 236 (8th Cir. 1976); *Williams v. Matthews Co.*, 499 F.2d 819, 829 (8th Cir. 1974), *cert. den.* 419 U.S. 1021, 1027, 42 L. Ed. 2d 294, 95 S. Ct. 495; *Jeanty v. McKey & Poague, Inc.*, 496 F.2d

1119, 1121 (7th Cir. 1974); *Seaton v. Sky Realty Company, Inc.*, 491 F.2d 634, 636 (7th Cir. 1974); *Steele v. Title Realty Co.*, 478 F.2d 380, 384 (10th Cir. 1973).

The analogy to Title VIII is persuasive since both acts are statutory remedies for denial of Civil Rights. Furthermore, it would be inconsistent with the Congressional purpose of eliminating invidious discrimination to ignore the emotional harm often flowing from it by limiting the aggrieved applicant to out-of-pocket losses. All the same, the Court is not requested by Plaintiff to presume such damages have occurred. Neither the likelihood of such injuries nor the difficulty of proving them is so great as to justify deviation from the rule that compensation will not be provided where damage is not proven. *See, e.g., Carey v. Piphus*, 435 U.S. 247, 262, 98 S. Ct. 1042, 55 L. Ed. 2d 252 (1978). FAVORS has raised a genuine issue as to his emotional harm by testimony that he was *"infuriated, angry, upset and felt an injustice had been done"* that needs to be rectified.

The final element of *Actual Damage* which FAVORS claims derives from a wrongful denial of credit is harm to ones *reputation for credit-worthiness*. This kind of injury is, perhaps, the one most logically related to this / a denial of credit. However, as with the alleged mental and emotional injuries, the United States District Court is not requested by FAVORS to presume damages. FAVORS must prove actual injury to his credit

reputation (he alleges of points on his credit score), [1]and other damages before he may be compensated in damages.

Since FAVORS has raised in his Complaint a genuine issue alleging with regard to the harm he suffered from the alleged wrongful denial of credit, any motion to dismiss by SYNCHRONY BANK FAVORS' Claims for actual damages must be denied.

FAVORS establishes that he suffered *Actual Damages*. FAVORS motivation for his first application was convenience, and increased purchasing power, and protection for emergencies, and an increased credit score, which all have some value. The circumstances resulting in his second application was for the same reasons. FAVORS has raised a genuine issue as to his emotional harm by testimony that he was ***infuriated, angry, upset and felt an injustice had been done*** that needed to be rectified. FAVORS has placed these losses in issue and is entitled to attempt to prove the amount of their worth at trial. FAVORS attempts to demonstrate he had particular need or desire for a SYNCHRONY BANK card.

Punitive Damages

Neither of the SYNCHRONY BANK credit cards applications which FAVORS submitted contained boxes for designation of sex or marital status. FAVORS argues that SYNCHRONY BANK and its' employee, Defendant WOTRUBA knew or should have

[1] See, exhibit #3.

known based on, but not limited to, their exact same identifying information on file about FAVORS when he applied for the SYNCHRONY BANK *"SweetwaterCard"* and was approved a line of credit up to $3,400 was all the same information (i.e. social security number, age, birth date, and home address). That fact is indisputable! Yet, Defendant WOTRUBA lies in the letter and reason for denial, stating a problem with identification, quote:

> This system generates a score, which is a result of point values assigned to various items found on an applicant's credit bureau file. If the score fails to meet certain criteria, the application will be declined. In addition to the above, the USA PATRIOT ACT requires all creditors, including SYNCHRONY BANK, to verify all applicants' identities.

FAVORS' indisputable evidenced based on the obvious facts that: (1) At that time, the John Doe SYNCHRONY BANK representative told FAVORS that the offer was being denied based on his credit history they had, it was in good standing with SYNCHRONY BANK where FAVORS has a SYNCHRONY BANK *"SweetwaterCard"* with a zero balance due, and $3,400 line of unsecured credit available to him; (2) On the day FAVORS was denied based in part, too on an alleged inability to verify his *"identity,"* SYNCHRONY BANK had the exact same identifying information on file for Favors for his SYNCHRONY BANK *"SweetwaterCard"* that all matched the information provided for the SYNCHRONY BANK *"CareCredit"* Card (i.e., name, address, social security number, age, phone number, etc.); (3) And there are other factual allegation that prove *willful* and ***intentional malicious and oppressive*** denial of credit toward FAVORS he will prove with the use of the Discovery processes for this case. Such as, FAVORS

wrote a letter on a date to be disclosed to SYNCHRONY BANK from his home address, when he received an initial denial by mail to from SYNCHRONY BANK for his application. That was easily verified by cross reference to the home address they had on file since they approved FAVORS' first SYNCHRONY BANK *"SweetwaterCard."* And, such as, there is no way anyone checked out that information, then denied FAVORS application based on the written reasons he received.

SYNCHRONY BANK's inherent *reckless disregard* where they refused to correct their own error after FAVORS wrote a letter to them, informing them of all these facts prior to receiving the reply from Defendant WOTRUBA by matching all the information they had on file about FAVORS to his second application, but instead subjecting FAVORS to *adverse action* / harmful and unjust *negative consequences* in the form of *"revocation of credit, a change in the terms of existing credit arrangement, and refusal to grant credit in substantially the amount or on substantially the terms requested"), knowing* it resulted from SYNCHRONY BANK's mistake, and in no way on FAVORS part. The reasons explained to FAVORS for the *adverse actions* (*"identification" and "credit score"*) was all in good standing with SYNCHRONY BANK, so that shows the reason for the denial of FAVORS' second application had absolutely nothing to do with his *"creditworthiness"* and was entirely SYNCHRONY BANK and its employee's own error, beyond FAVORS control, knowledge, or actions.

These undisputed / undisputable facts, FAVORS asserts affirmatively demonstrate that SYNCHRONY BANK acted in the ***"malicious, wanton or oppressive"*** manner necessary to trigger punitive damages. SYNCHRONY BANK's actions became entirely *"intentional and knowing"* where the John Doe SYNCHRONY BANK representative acknowledge / realized their error and still proceeded to take *adversely actions* / subject FAVORS to *negative consequences* for SYNCHRONY BANK's error.

Unfortunately, the language of the ECOA regarding punitive damages is somewhat ambiguous. While the traditional word *"punitive"* is used, one of the factors listed for the court to consider in determining the amount of punitive damages is *"the extent to which the creditor's failure of compliance was intentional."* That language suggests punitive damages might be awarded ***even though the creditor's conduct was not*** *"wanton, malicious or oppressive."*

At the time the ECOA was amended in 1976 and the limit on punitive damages was raised to its present level, the United States House version of the bill proposed to limit punitive damages to *"willful"* violations of the Act or its regulations. *See, H.R. No. 210, 94th Cong.*, 1st Sess. 9 (1975). The United States House-Senate Conference Committee ultimately chose to retain the original language and omitted any reference to willfulness in the final version. The explanation for this omission, however, may be found in the separate comments of Congresswoman Leonor K. Sullivan, appealed to the United States House Committee report on the proposed United States House

amendments. ***Congresswoman Sullivan suggested the "willfully" language should be omitted since it connoted a standard used in criminal rather than civil statutes.***

Removal of the word *"willfully"* from H.R. 6516 would not open the way to frivolous law suits based on technical violations because other provisions of the legislation require that in successful class actions the court in determining the amount of the award must take into consideration, among other things, *"the extent to which the creditor's failure of compliance was* ***intentional****."* This is, in any event, a test which the courts would apply in any case involving punitive damages. Requiring that *willfulness* be proved as a condition of collecting punitive damages would mean that the kind of proof generally required in criminal cases would have to be produced in civil actions under this law. *See,* H.R. No. 210, 94th Cong., 1st Sess. 18 (1975).

This limited legislative history does not explain whether United States Congress intended to eliminate the traditional threshold requirement that the defendant acted *"maliciously, wantonly or oppressively."* Here, the Parties must agree that the creditor's violation must have been ***intentional*** in the sense that the creditor purposefully denied credit, after giving *"mutual assent"* to the terms of the credit card offered to FAVORS and actually mailing it to FAVORS, and then, knowing their error, still subjected FAVORS to substantial *adverse actions* and *negative consequences*. Specifically, *"revocation of credit," "a change in the terms of existing credit arrangement, and refusal to grant credit in substantially the amount or on substantially the terms requested"* of the credit card

account. The Parties must also agree that the creditor, SYNCHRONY BANK, in this case took *adverse actions* against FAVORS *"on the basis of characteristics that have nothing to do with his or her creditworthiness,"* as abundantly evident by the FACTS of this case against SYNCHRONY BANK. *See,* 1976 U.S. *Code Cong. & Admin. News* at 405.

The most sensible reading of the Statute adopts something of a middle course. Since *punitive damages* are awarded to punish the defendant and to serve as an example or warning to others not to engage in the same conduct, they are only justified when the defendant has committed a particularly blameworthy act. Consistent with this principle, however, United States Congress might have intended to punish creditors who acted in *reckless disregard* of the requirements of the law, even though they did not have in mind the specific purpose of discriminating on unlawful grounds. If this interpretation is adopted the language *"the extent to which the creditor's failure of compliance was intentional"* is read as a reference to the specific intent to discriminate on prohibited grounds. Designation of the damages as *"punitive,"* on the other hand, implies a threshold requirement that the defendant has acted in reckless disregard of the requirements of the law.

As noted above, FAVORS maintains he is entitled to judgment for punitive damages because SYNCHRONY BANK subjected him to *reckless disregard* consisting of *"revocation of credit, a change in the terms of existing credit arrangement, or refusal to*

grant credit in substantially the amount or on substantially the terms requested" [when SYNCHRONY BANK denied his application for a SYNCHRONY BANK *"CareCredit"* card *"on the basis of characteristics that have nothing to do with his or her creditworthiness"* (based on, but not limited to, the evidence that FAVORS' credit history was unchanged between his first application (approved) and second one, including all identification. For this reason, SYNCHRONY BANK's claim of innocence is incomplete.

FAVORS claims that SYNCHRONY BANK's *willfulness* was not ignorant of their *reckless disregard* when they subjected FAVORS to *refusal to grant credit in substantially the amount or on substantially the terms requested" "on the basis of characteristics that have nothing to do with his or her creditworthiness,"* as described abundantly above herein (based on undisputed facts!).

As is evident from the preceding discussion, resolution of the *punitive damage* issue necessarily implicates the merits of the entire controversy. Whether the Defendant acted in reckless disregard of the requirements of the law cannot be determined when the issue of whether the Defendant even violated the law is hotly disputed in this case. If the underlying federal Statute were well defined by precedent a preliminary determination might be realistic; but, where there are virtually no reported cases interpreting the ECOA such a determination is premature. SYNCHRONY BANK's state of mind is relevant to the question of *punitive damages* and preliminary determination is inappropriate where

intent is a material issue. *See, Moore's Federal Practice Para.* 56.17 [41.-1]. Since there are triable issues of fact regarding Defendant's conduct and any state of mind that might be inferred therefrom FAVORS is entitled to proceed to trial on his claim for punitive damages.

Standard civil jury instructions advise the jury that *punitive damages* may be awarded if damage to the plaintiff was *"maliciously, or wantonly, or oppressively"* done, and define the key words as follows:

An act or a failure to act is ***"maliciously"*** done, if prompted or accompanied by ill will, or spite, or grudge, either toward the injured person individually, or toward all persons in one or more groups or categories of which the injured person is a member.

An act or a failure to act is ***"wantonly"*** done, if done in reckless or callous disregard of, or indifference to, the rights of one or more persons, including the injured person.

An act or a failure to act is ***"oppressively"*** done, if done in a way or manner which injures, or damages, or otherwise violates the rights of another person with unnecessary harshness or severity, as by misuse or abuse of authority or power, or by taking advantage of some weakness, or disability, or misfortune of another person. *See,* Devitt & Blackmar, Federal Jury Practice and Instructions 85.11 (3rd Ed. 1977).

Here, FAVORS alleges that SYNCHRONY BANK's actions or failure to act was *"wantonly"* done, with *reckless or callous disregard* of, or *indifference* to, the rights of one or more persons, including the injured person [FAVORS]; and was *"oppressively"* done, in a way or manner which injures, or damages, or otherwise violates the rights of another person with unnecessary harshness or severity, as by misuse or abuse of authority or power, or by taking advantage of some weakness, or disability, or misfortune of another person [FAVORS] --- and that SYNCHRONY BANK attempts to be deceitful by deliberately and *willfully* misleading and falsifying / directly lying to conceal their particular blameworthy wrongful *adverse actions* against FAVORS by omitting of facts.

Here, FAVORS alleges that SYNCHRONY BANK clearly acted with *wanton and oppressive intent* to lie and conceal the truth behind their adverse actions which they were at fault.

FAVORS never changed any personal identifying information, or used a different name, address, social security number, phone number, birth date, etc. on his applications, which SYNCHRONY BANK and their employees new prior to refusing/ denying FAVORS application based on an alleged change in that information. But SYNCHRONY BANK refused to correct their own error by matching that information they had with FAVORS second application without subjecting FAVORS to *adverse actions,* where SYNCHRONY BANK *refusal to grant credit in substantially the amount or on substantially the terms requested" "on the basis of characteristics that have nothing to*

do with his or her creditworthiness," as described abundantly above herein (based on undisputed facts!), which caused FAVORS to be very ***"infuriated, angry, upset and felt an injustice had been done"*** that needs to be rectified.

FAVORS contends, he was further ***"infuriated, angry, upset and felt an injustice had been done"*** that needed to be rectified when he stated he wanted the credit card to purchase needed prescription eyeglasses he had just got a eye exam, and the John Doe SYNCHRONY BANK representative refused to correct their error.

FAVORS contends, the undisputed facts demonstrate SYNCHRONY BANK' *willful, oppressive adverse actions* where the reason they stated for taking *adverse actions* against FAVORS was obviously for no fault of his by omition of that fact to justify wrong in violation of the Equal Credit Opportunity Act (ECOA), USCS Chapter 41, Section 1691(d), ***"Reason for adverse action."***

REQUEST FOR RELIEF

a) Equal Credit Opportunity Act

Pursuant to Equal Credit Opportunity Act, USCS Chapter 41, Section 1691(e), any creditor who violates the *Act* is liable to the aggrieved applicant for any *Actual Damages* sustained by the applicant individually or as a member of a class.

At this point FAVORS established that he suffered two *Actual Damages*. FAVORS motivation for his first application was convenience, and increased purchasing power, and protection for emergencies, and an increased credit score, which all have some value. The circumstances resulting in his second application was for the same reasons. First (*actual damages*), FAVORS has raised a genuine issue as to his mental and emotional harm by testimony that he was *"infuriated, angry, upset and felt an injustice had been done"* that needs to be rectified.

Second (*actual damages*), FAVORS has raised a genuine issue as to his *Actual Damages* by testimony that he was subjected to wrongful *"refusal to grant credit in substantially the amount or on substantially the terms requested" "on the basis of characteristics that have nothing to do with his or her creditworthiness,"* with *deliberate disregard* that needs to be rectified. FAVORS has placed these losses in issue and is entitled to attempt to prove the amount of their worth at trial with a jury. FAVORS attempts to demonstrate he had particular *need or desire* for a SYNCHRONY BANK cards.

For Actual Damages (***"infuriated, angry, upset and felt an injustice had been done"***) that needs to be rectified, in violation of the ECOA, FAVORS is suing SYNCHRONY BANK for immediate instatement of the $600.00 *"CareCredit"* card to assist him with the purchase of the glasses waiting at the store for pick up and payment. Approved by SYNCHRONY BANK, with no annual fee.

b) Punitive Damages

A more significant incentive for compliance, however, is found in 15 U.S.C.S. 1691e(b) which provides that any creditor who fails to comply with any requirement imposed under this subchapter shall be liable to the aggrieved applicant for punitive damages in an amount not greater than ***$10,000*** except that in the case of a class action the total recovery under this subsection shall not exceed the lesser of ***$500,000*** or one per centum of the net worth of the creditor. The statute directs the court in determining punitive damages to consider, among other relevant factors, the amount of any actual damages awarded, the frequency and persistence of failures of compliance by the creditor, the resources of the creditor, the number of persons adversely affected, and the extent to which the creditor's failure of compliance was intentional. Here, FAVORS is entitled to / suing for ***$10,000*** maximum amount for *Punitive Damages.*

Here, FAVORS is suing SYNCHRONY BANK for ***$10.000*** maximum amount for *Punitive Damages* resulting from *"**intentional, wanton and oppressive reckless disregard for the violation of FAVORS' civil rights, resulting in FAVORS being infuriated, angry, upset and felt an injustice had been done**"* that needs to be rectified.

SETTLEMENT OFFER

However, FAVORS is willing to settle out of court now in exchange for an immediate cash payment of ***$1,000*** overnight express mail. The reasons FAVORS wanted, needed,

and applied for/the second credit card would be better compensated for that needs to be rectified.

By this *Settlement Offer* the case will remain confidentially sealed. Defendant can accept this settlement offer by immediately sign the Confidential Agreement they received, and Motion to Voluntarily Dismiss The Case With Prejudice by FAVORS, and send Plaintiff a copy with the settlement check by overnight express.

Respectfully Submitted,

Date: June 20, 2019

Signature, Joseph Favors

Plaintiff, Joseph A. FAVORS.
100 Freeman Drive
St. Peter, Minnesota
55767

Phone: (218) 351-1900, Ext. 79327.
(Message only)